

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Sandler, Travis & Rosenberg, P.A., 1300 Pennsylvania Ave., NW, Suite 400, Washington, DC 20004		2. Registration No. 6115						
3. Name of Foreign Principal All India Rice Exports Associations (AIREA)	4. Principal Address of Foreign Principal 8 1/2 Adchini, Sri Aurobindo Marg New Dehli, 110 017 India							
5. Indicate whether your foreign principal is one of the following:								
<input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input checked="" type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (specify) _____</td> </tr> </table>			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input checked="" type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input checked="" type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____							
<input type="checkbox"/> Individual-State nationality _____								
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant								
b) Name and title of official with whom registrant deals								
7. If the foreign principal is a foreign political party, state:								
a) Principal address								
b) Name and title of official with whom registrant deals								
c) Principal aim								

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

AIREA is an association of rice exporters.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

AIREA is a private association of member companies engaged in the export of rice from India and, to the best of our knowledge, is not supervised, owned, directed, controlled, financed or subsidized by a foreign government, foreign political party, or other foreign principal. However, we note that the funds to be used to retain our firm's services will be provided by the Basmati Export Development Fund ("BEDF"), which is an organization of basmati rice exporters that promote basmati rice exports. BEDF is financed by private entities, but BEDF's management committee is comprised of representatives from the trade, the Agricultural Products Export Development Authority (an Indian governmental body charged with promoting exports of Indian agricultural products) and the Government of India.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
October 26, 2012	David Cohen, Member	/s/ David Cohen eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Sandler, Travis & Rosenberg, P.A.	2. Registration No. 6115
3. Name of Foreign Principal All India Rice Exports Association (AIREA)	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

AIREA has retained our firm to prepare and file petitions with the U.S. Food and Drug Administration (FDA) for enforcement discretion with regard to various plant protection product residues on Basmati rice. Our firm will represent AIREA before the FDA throughout the petition process.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As described above, our firm seeks to obtain enforcement discretion from the FDA for various plant protection residues on Basmati rice by engaging in the FDA's petition process.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Our firm will seek enforcement discretion for certain plant protection product residues on basmati rice through the FDA's regulatory petition process.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
October 26, 2012	David Cohen, Member	/s/ David Cohen
		eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



SANDLER, TRAVIS & ROSENBERG, P.A.

ATTORNEYS AT LAW

EDGAR ASEBEY-BIRKHOLM, ESQ.
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& WASHINGTON, DC BAR
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MIAMI, FL 33126
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September 4, 2012

Mr. Mohinder Pal Jindal
President
All India Rice Exports Association (AIREA)
81/2 Adchini, Sri Aurobindo Marg
New Delhi, 110 017
India

ENGAGEMENT FOR LEGAL SERVICES

Dear Mr. Jindal:

Thank you for choosing Sandler, Travis & Rosenberg, P.A. to represent All India Rice Exports Association - AIREA (the "Client") in the matter described below.

This engagement letter describes the scope of services our firm (the "Firm") will provide and the terms and conditions of our representation.

Please sign and return the letter to us as this document will serve as the commencement of our engagement with you. Should the Firm begin work prior to receiving the letter, the terms herein will govern that work.

ENGAGEMENT BASICS

AIREA Proposal. AIREA has accepted the terms and conditions contained in a proposal from the Firm to AIREA dated July 12, 2012 ("Proposal"). All terms and conditions contained in said Proposal are incorporated herein by reference.

Scope of Engagement. You have requested that we represent you in connection with services comprised of preparing and filing a petition with the U.S. Food and Drug Administration (FDA) for enforcement discretion with regard to various plant protection product residues on Basmati rice, including Tricyclazole.

In addition, the Firm will perform such other services as you and the Firm may agree upon from time-to-time. The terms of this letter will govern such other services.

Scope of Representation. The scope of our representation is limited to providing only those services that are described in the Scope of Engagement above. No other services are

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Office: 1000 N.W. 57TH COURT, SUITE 600, MIAMI, FL 33126

SANDLER, TRAVIS & ROSENBERG, P.A.

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intended to be provided without the mutual agreement of you, the Client, and the Firm. Later, if you determine to change materially the scope of our representation, we may need to document that change in additional correspondence.

When it is appropriate for your particular matter, we may assign parts of your work to the Firm's affiliated consulting firms, Sandler, Travis & Rosenberg, Limited, located in Hong Kong ("STR HK") and Sandler & Travis Trade Advisory Services, Inc. ("STTAS"), to assist the Firm in its representation. In such cases, STR HK and STTAS would be acting under the supervision and control of the Firm. When engaged, the consulting companies would normally bill ST&R, which in turn will bill you for their services.

In order for the Firm to work as efficiently as possible, it is understood that your staff will provide certain working papers, information, or documentation which shall be discussed with your staff. The services will be completed in as timely a manner as possible consistent with the conditions of the engagement. We believe that you should be actively involved in the strategy and management of your legal affairs and our goal is to encourage candid and frequent communication between us.

We will perform our professional services on your behalf to the best of our ability, but we cannot make and have not made any guarantees regarding the outcome of our work on this matter. Any expressions by us about the outcome of this matter are our best professional views only and are limited by our factual knowledge at the time they are expressed.

FEES AND BILLING

Fees and Hourly Rates. With respect to the matter undertaken, you agree to pay the Firm the flat fee of US\$50,000.00 for its representation in this matter. This flat fee will be paid in two tranches of \$25,000.00 each, the first tranche due at time of signing and the second tranche no more than one (1) month later. This fee represents the total amount to be invoiced for this matter, with the exception of any costs incurred as part of the Firm's representation.

Costs are billed separately in the monthly statement provided to the Client. Should you request the Firm to work on other matters, the Firm will require you to submit a separate engagement for such additional work. You agree to pay promptly such additional advances as may be required.

If during the course of representation, it is determined that the work being performed will substantially exceed the agreed upon flat fee, the Firm reserves the right to revisit the terms of the flat fee arrangement. The Firm will contact you to discuss the terms of the arrangement and at that time, you can decide whether to terminate work on the matter, modify the scope of representation or proceed to completion with a different fee arrangement.

Expenses. We will bill you for expenses we incur on your behalf. We will ask you to pay directly any significant outside expenses to be incurred on your behalf, such as deposition expenses, investigators, consultants or experts necessary in our judgment to represent you in this matter. We will direct statements for such expenses to you for payment.

SANDLER, TRAVIS & ROSENBERG, P.A.

Mr. Mohinder Pal Jindal

President

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Regardless of the nature of the fee arrangement, except as noted above, all expenses incurred in connection with the prosecution of the matters undertaken by the Firm will be billed to the Client on a regular (e.g., monthly or biweekly) basis. If invoices are sent monthly, expenses will be invoiced monthly. In the event an invoice is not sent on a monthly basis, the Firm, at its option, may decide to defer invoicing expenses.

Billing Statements. Unless there are circumstances that would indicate otherwise, each month you will receive a statement providing a description of the services performed through the end of the preceding period, identifying the attorneys and other professionals who performed the services, and itemizing expenses incurred by the Firm in its representation.

Unless otherwise agreed, invoices will be transmitted in .PDF format to your attention at a Client-designated email address. The Firm encourages payment of its invoices via wire transfer or ACH transfer as this method facilitates the payment process and the application of payment on a timely basis. Our wire transfer and ACH transfer information is the following:

Bank Name:	WELLS FARGO BANK N.A.
ABA Number:	[REDACTED]
Bank Address:	200 South Biscayne Boulevard, 15th Floor - Miami, Florida 33131
Bank Officers:	Lorraine Punancy-Stewart, Shirley Sapp
Phone Number:	(305) 789-4786
Account Name:	Sandler, Travis & Rosenberg, P.A., Trust Account
Account Number:	[REDACTED]
SWIFT Code:	[REDACTED] (For international wire transfers only)
Other Beneficiary Information (OBI):	This field can contain up to 72 characters of information and must contain the following: Invoice Number (up to seven digits) Client Matter Number (up to 12 characters including delimiter) Company Name Matter Description

Due to the high amount of bank charges deducted from payments of international checks and the long delays associated with such payments, we request that if making payments from non-U.S. banks, whether in U.S. dollars or foreign currency, please issue a bank draft/wire transfer instead of issuing a check from a non-U.S. bank. Please remember to include remittance information such as the Client/matter number, invoice number, the company name and the matter description. If payment via check issued from a non-U.S. bank cannot be avoided, the Client will be responsible for any bank charges.

You agree to pay in full the amount of each invoice within fifteen (15) days of the invoicing date. Any outstanding balances not paid when due as agreed shall be subject to the accrual of interest at a rate of 18% per annum (1.5% per month) from the due date until paid.

If any statements remain unpaid for more than 60 days, we may cease to perform services until satisfactory arrangements have been made for the payment of the unpaid

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statements and future fees. The Firm reserves the right to suspend its work due to nonpayment of fees.

In the event that the Firm's work is suspended as a result of nonpayment, you agree that the Firm will not be responsible for the failure to meet governmental, court and other filing and submission deadlines, or for penalties or interest that may be assessed, or other damages that may be sustained by you, resulting from your failure to meet said deadlines.

Billing Issues. If you have a dispute regarding hourly rate(s), hours billed, costs expended, interest charged for past due amounts, or any other billing issue, you must notify the Firm of the dispute **in writing within 15 days after the date on the invoice in dispute**, or you waive the right to raise such billing disputes with the Firm. In any collection action brought by the Firm, you waive all defenses other than full payment, if you failed to comply with the requirements of this paragraph.

Limitation as to Affiliates. Our engagement is limited expressly to you, the Client, unless we agree otherwise in writing. As such our representation does not include representation of any of your parents, subsidiaries, affiliates, shareholders, directors or officers ("Your Affiliates"). Accordingly, it is understood and agreed that any representation by the Firm of another client adverse to any of Your Affiliates does not constitute a conflict of interest and does not require your consent.

Attorney-Client Privilege and Communications. All communications from the Firm, including our statements, may contain information protected by the attorney-client privilege. As the privilege could be waived if someone other than the client sees the privileged material, we recommend that you keep our statements, as well as other letters and communications from the Firm, in a separate file marked "Attorney-Client Privileged Materials" and keep the file in a secure place.

Completion of Matter. After the conclusion of our representation in the matter, we do not (unless you specifically request in writing that we do so) undertake to continue to review that matter and update you concerning legal developments, such as changes in applicable laws or regulations.

Termination of Services and Representation. You may terminate our services at any time. Termination of our representation does not, however, relieve you from the responsibility of paying any fees and expenses incurred through the date we are notified of such termination in writing. Similarly, we may withdraw from this representation for any reason consistent with the Bar Rules and Court Rules of the state. These reasons include, but are not limited to: the failure to pay promptly our statements; the failure to disclose all facts material to our representation; the failure to act in accordance with our advice; or, the occurrence of one or more circumstances which, in our judgment, impair our ability to maintain an effective attorney-client relationship.

Document Retention. If arrangements are not made for the return of your records within six (6) years following the conclusion of any matter, they will be destroyed. If, during the six (6)

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years the file is in storage, the Firm is required to retrieve the file on your behalf, you will be billed for any retrieval and/or return costs the Firm may incur.

GOVERNING LAW AND DISPUTE RESOLUTION

This letter and our engagement will be governed by the laws of the State of Florida. Any proceedings commenced to enforce the terms of this Agreement or regarding the Firm's representation of the Client shall only be brought in Miami-Dade County, Florida. The Client consents to the personal jurisdiction of the state and federal courts of the State of Florida. The prevailing party in any such proceedings shall be entitled to reasonable attorney's fees.

COMMENCEMENT OF WORK

Our work on the engagement will not begin until we receive the executed engagement letter and advance retainer.

We very much appreciate this opportunity to serve and support you, and look forward to working with you towards a successful relationship.

Sincerely yours,

SANDLER, TRAVIS & ROSENBERG, P.A.

By:


Edgar J. Asebey-Birkholm

AGREED TO AND ACCEPTED:

ALL INDIA RICE EXPORTS ASSOCIATION (AIREA)

By:


Mohinder Pal Jindal, President

Dated: 17/10/2012, 2012